



PATENT  
Attorney Docket No.: 28069-546  
(Formerly: 401930/SkyePharma)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants : Indu PARIKH *et al.* Art Unit: 1615  
Serial No. : 09/443,863 Examiner: Gollamudi S. Kishore  
Filed : November 19, 1999 Confirmation No.: 7862  
For : **Dispersible Phospholipid Stabilized Microparticles**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**REVOCATION OF POWER OF ATTORNEY BY ASSIGNEE, NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS**

Dear Sir:

As Assignee of record of the entire interest of the above-identified patent application, any and all powers of attorney previously given are hereby revoked and new power of attorney is appointed to the Practitioners associated with (i) Customer Number 35437, all of MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C., Chrysler Center, 666 Third Avenue, 24<sup>th</sup> Floor, New York, New York 10017 and (ii) Customer Number 30623, all of MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C., One Financial Center, Boston, Massachusetts 02111, as Applicants' attorneys and/or representatives with full power of substitution and revocation to take any and all action necessary and to conduct all business in the United States Patent and Trademark Office, and in any corresponding Patent Office during prosecution under the Patent Cooperation Treaty, with regard to the above-identified patent application.

Please change the correspondence address for this application to the address associated with Customer Number 35437, namely:

| <b>SEND CORRESPONDENCE TO:</b>   | <b>DIRECT TELEPHONE CALLS TO:</b>                       |
|--|---|
| Daniel F. Coughlin, Ph.D., Esq.<br>Mintz, Levin, Cohn, Ferris, Glovsky<br>and Popeo, P.C.<br>Chrysler Center<br>666 Third Avenue<br>New York, New York 10017 | Daniel F. Coughlin/Leslie A. Serunian<br>(212) 935-3000 |
| Telephone: (212) 935-3000<br>Facsimile: (212) 983-3115   |   |

Express Mail Label No.: EV 334318564US

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Applicants: Indu PARIKH *et al.*  
Serial No.: 09/443,863  
Filed: November 19, 1999  
Page -2-



Docket No.: 28069-546  
(Formerly: 401930/SkyePharma)

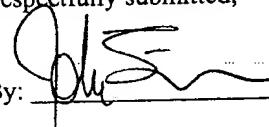
Jagotec AG certifies under 37 C.F.R. § 3.73(b) that it is the Assignee of the entire right, title and interest in the patent application identified above by virtue of assignment of the patent application identified above. Jagotec AG is duly empowered as Assignee by virtue of the following documentary evidence, copies of which are enclosed herewith:

1. Assignment from inventors to **RTP Pharma Inc.**, recorded on January 18, 2000, at Reel 010490, Frame 0647, in 3 pages;
2. Canadian Articles of Amendment, changing the name of **RTP Pharma Inc.** to **SkyePharma Canada Inc.**; and
3. Intellectual Property Transfer Agreement dated March 2, 2004, transferring all intellectual property rights owned by **SkyePharma Canada Inc.** to **Jagotec AG**.

The undersigned is/are empowered to act on behalf of Jagotec AG as Assignee. Acting on behalf of the Assignee, the undersigned has/have reviewed all of the documents in the chain of title of the above-identified patent application and, to the best of my/our knowledge and belief, title is in the Assignee identified above.

The undersigned, hereby declare(s) that all statements made herein of my/our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such willful false statements may jeopardize the validity of the patent issued thereon.

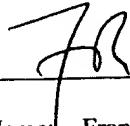
Respectfully submitted,

By: 

Typed Name: John SIMMONS

Title: Director

Company: Jagotec AG

By: 

Typed Name: Francesco PATALANO

Title: Director

Company: Jagotec AG

Dated: 10 December 2004

Dated: 10 December 2004



UNITED STATES DEPARTMENT OF COMMERCE

Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

MARCH 31, 2000

PTAS

NIXON & VANDERHYE P.C.  
ARTHUR R. CRAWFORD  
1100 NORTH GLEBE ROAD  
8TH FLOOR  
ARLINGTON, VA 22201



\*101247327A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/18/2000

REEL/FRAME: 010490/0647  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNEE'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

PARIKH, INDU

DOC DATE: 01/10/2000

ASSIGNOR:

MISHRA, AWADHESH K.

DOC DATE: 01/05/2000

ASSIGNOR:

DONGA, ROBERT

DOC DATE: 01/06/2000

ASSIGNOR:

VACHON, MICHAEL G.

DOC DATE: 01/05/2000

ASSIGNEE:

RTP PHARMA INC.  
4364 ALSTON AVENUE, SUITE 201  
DURHAM, NORTH CAROLINA 27713

SERIAL NUMBER: 09443863  
PATENT NUMBER:

FILING DATE: 11/19/1999  
ISSUE DATE:

EV 334318564US

KIMBERLY WHITE, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

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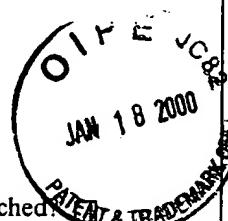
Our Ref.: 12 84

Commissioner of Patents and Trademarks  
Box Assignment, Washington, D.C. 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Indu PARIKH  
Awadhesh K. MISHRA  
Robert DONGA  
Michael G. VACHON



## 2. Name and address of receiving party(ies):

Name: RTP Pharma Inc.

Internal Address:

Street Address: 4364 Alston Avenue, Suite 201

Additional name/s of conveying party/ies attached?

## 3. Nature of conveyance:

Assignment       Merger  
 Security Assignment       Change of Name  
 Other \_\_\_\_\_

Execution Date: \_\_\_\_\_

City: Durham

State/Country: North Carolina

Zip: 27713

Additional name/s & address/es attached?  Yes  No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

## A. Patent Application No(s).

(1) 09/443,863

(2) \_\_\_\_\_

(3) \_\_\_\_\_

## B. Patent No(s).

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

Additional numbers attached  Yes  No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Arthur R. Crawford

Internal Address: \_\_\_\_\_

Street Address: Nixon &amp; Vanderhye P.C.

1100 North Glebe Road

8<sup>th</sup> Floor

City: Arlington State: VA Zip: 22201

6. Total number of applications &amp; patents involved: 1

7. Total fee (37 CFR 3.41)

\$ 40.00

 Enclosed Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

## 9. Statements and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Arthur R. Crawford

Name of Person Signing  
Reg. No. 25,327

Signature

January 18, 2000

Date

Total number of pages including original cover sheet, attachments, and document: [3]

## ASSIGNMENT OF PATENT APPLICATION

**Indu PARIKH  
Awadhesh MISHRA  
Robert DONGA  
(Inventors) Michael G. VACHON**

In consideration of the sum of one dollar (\$1.00) and other good and valuable considerations paid to each of the undersigned, the undersigned agree(s) to assign, and hereby does assign, transfer and set over to

**(Assignee)  
(Address)** **(RTP Pharma Inc.  
of 4364 Alston Avenue, Suite 201, Durham, North Carolina 27713** (hereinafter designated as the Assignee) the undersigned's entire right, title and interest for the United States, its territories, dependencies and possessions, and for the country of  
( in the invention, and all application for patent and any Letters Patent which may be granted therefore, known as  
**DISPERSIBLE PHOSPHOLIPID STABILIZED MICROPARTICLES** (Case No. 121-184) for which the undersigned has (have) executed on even date herewith an application for patent in the United States of America or, if not on even date, then has executed  
(on or has already filed in  
**(U.S. appln. Serial No. 09/443,863, filed on November 19, 1999**  
(The undersigned acknowledges an obligation of assignment of this invention to said assignee at the time the invention was made.

The undersigned agree(s) to execute all papers and documents necessary in connection with the application or any interference which may be declared and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient and further to perform any act which may be necessary in connection with claims or provisions of the International Convention for Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

The undersigned hereby authorize(s) and request(s) the Commissioner of Patents to issue any and all Letters Patent of the United States resulting from said

application or any division or divisions or continuing applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed and will not execute, any agreement in conflict herewith.

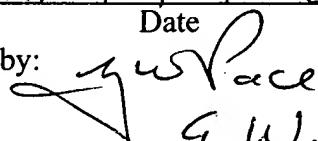
The undersigned hereby grant(s) the firm of NIXON & VANDERHYE P.C. the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned signature(s).

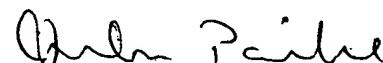
Jan. 10, 2000

Date

Witnessed by:

  
G.W. PACE

Name:

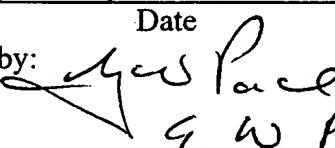


Indu PARIKH

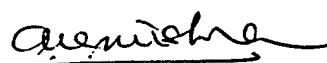
Jan 05, 2000

Date

Witnessed by:

  
G.W. PACE

Name:

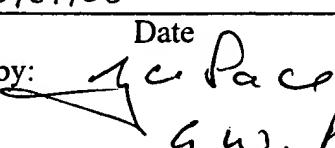


Awadhesh MISHRA

00/01/06

Date

Witnessed by:

  
G.W. PACE

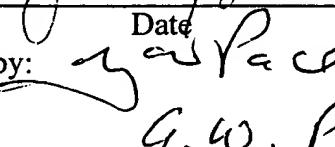
Name:

  
Robert DONGA

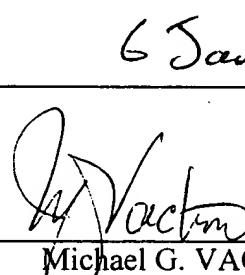
Jan 5 / 2000

Date

Witnessed by:

  
G.W. PACE

Name:

  
Michael G. VACHON

5 Jan 00

Date:



Industry Canada

Industrie Canada



File  
Copy

Certificate  
of Amendment

Canada Business  
Corporations Act

Certificat  
de modification

Loi canadienne sur  
les sociétés par actions

SKYEPHARMA CANADA INC.

328633-9

Name of corporation-Dénomination de la société

Corporation number-Numéro de la société

I hereby certify that the articles of the  
above-named corporation were amended:

Je certifie que les statuts de la société  
susmentionnée ont été modifiés:

- a) under section 13 of the *Canada Business Corporations Act* in accordance with the attached notice;
- b) under section 27 of the *Canada Business Corporations Act* as set out in the attached articles of amendment designating a series of shares;
- c) under section 179 of the *Canada Business Corporations Act* as set out in the attached articles of amendment;
- d) under section 191 of the *Canada Business Corporations Act* as set out in the attached articles of reorganization;

- a) en vertu de l'article 13 de la *Loi canadienne sur les sociétés par actions*, conformément à l'avis ci-joint;
- b) en vertu de l'article 27 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes désignant une série d'actions;
- c) en vertu de l'article 179 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes;
- d) en vertu de l'article 191 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses de réorganisation ci-jointes;

Director - Directeur

April 24, 2002 / le 24 avril 2002

Date of Amendment - Date de modification

Canada

|   |   |  |
|---|---|--|
|  | <b>Industry Canada</b>                      | <b>Industrie Canada</b>                                |
|   | <b>Canada Business<br/>Corporations Act</b> | <b>Loi canadienne sur les<br/>sociétés par actions</b> |

**ARTICLES OF AMENDMENT  
(SECTION 27 OR 177)**

## **CLAUSES MODIFICATEURS (ARTICLES 27 OU 177)**

Name of the Corporation - Dénomination sociale de la société

RTP PHARMA INC.

**2 - Corporation number - Numéro de la société**

**328633-9**

The articles of the above-named corporation are amended as follows:

Les statuts de la société mentionnée ci-dessus sont modifiés de la façon suivante :

To change the name of the corporation to:

**SKYEPHARMA CANADA INC.**

Date April 17, 2002

## **Signature**

#### 4 - Capacity of - En qualité de

For Departmental Use Only  
À l'usage du ministère seulement

**Fund  
Deposito**

**Microsoft Word** is a registered trade mark of Microsoft Corporation, Redmond, Washington.

**Primary Name** - Note any legal name changes

Document prepared by Gordon Lachance Conroy LLP Lawyers • Passeur & Deschênes Avocats, Toronto, Canada

STATE OF  
NORTH  
CAROLINA



Department of the  
Secretary of State

To all whom these presents shall come, Greetings:

I, Rufus L. Edmisten, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached ( 1 sheets) to be a true copy of

ARTICLES OF INCORPORATION

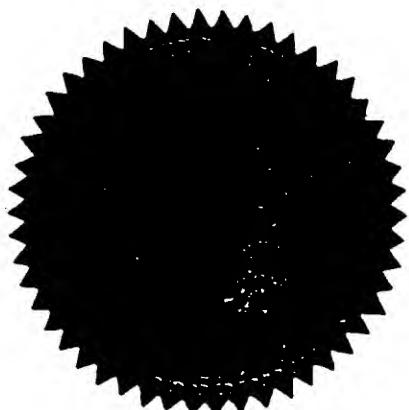
OF

RESEARCH TRIANGLE PHARMACEUTICALS LTD.

the original of which was filed in this office on the 22nd day of October, 1990.

In Witness Whereof, I have hereunto set my hand and affixed my official Seal.

Done in Office, at Raleigh, this the 22nd day of October in the Year of our Lord 1990.



*Rufus L. Edmisten*

Secretary of State

ARTICLES OF INCORPORATION  
OF  
Research Triangle Pharmaceuticals Ltd.

Pursuant to §55-2-02 of the General Statutes of North Carolina, as amended, the undersigned does(do) hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the Corporation is: Research Triangle Pharmaceuticals Ltd.

2. The Corporation is authorized to issue 10,000,000 (ten million) shares, all of ~~one~~ <sup>one</sup> par value, <sup>DATE 10/22/90 FILED</sup> class, designated as common stock.

3. The street and mailing address and county of the initial registered office of the corporation is: Number and Street: 1000 Park Forty Plaza, Suite 200 <sup>FILED</sup>  
City, State, Zip Code: Durham, North Carolina 27713  
County: Durham

4. The name of the initial registered agent is: Linda Markus Daniels

RUFUS L. CHRISTEN  
SECRETARY OF STATE

5. The name and address of each incorporator is as follows:

| <u>Name</u>          | <u>Address</u>   |
|----------------------|--|
| Linda Markus Daniels | 1000 Park Forty Plaza, Suite 200<br>Durham, North Carolina 27713 |

6. To the fullest extent allowable under current law or future amendments to the law, no Director and/or Officer of the Corporation shall incur liability to the Corporation or its shareholders for breach of his or her duty as a Director or Officer, provided, however, that the following shall not be included in this limitation of liability: (a) acts or omissions not made in good faith that the Director or Officer at the time of such breach knew or believed were in conflict with the best interests of the Corporation, (b) any liability under North Carolina General Statutes §55-8-33, or (c) participation in any transaction from which the Director or Officer derived an improper personal benefit. As used herein, the term "improper personal benefit" does not include a Director's or Officer's compensation or other incidental benefit for or on account of his or her service as director, officer, employee, independent contractor, attorney, or consultant to the Corporation.

7. These articles will be effective upon filing.

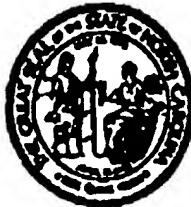
This the 15th day of October, 1990.

  
Linda Markus Daniels  
Incorporator

Drawn by, return to:  
Parker, Poe, Adams & Bernstein  
Post Office Drawer 13039  
Research Triangle Park, NC 27709  
Attn: Linda Markus Daniels

Cor 100/15

STATE OF  
NORTH  
CAROLINA



Department of The  
Secretary of State

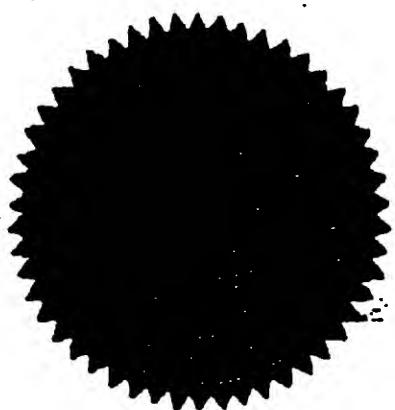
To all whom these presents shall come, Greetings:

I, ELAINE F. MARSHALL, Secretary of State of the State  
of North Carolina, do hereby certify the following and hereto  
attached to be a true copy of

ARTICLES OF AMENDMENT  
OF  
RESEARCH TRIANGLE PHARMACEUTICALS LTD.  
which changed its name to:  
RTP PHARMA CORPORATION

the original of which was filed in this office on the 17th day of  
July, 1997.

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my official seal at the City of  
Raleigh, this 17th day of July, 1997.



*Elaine F. Marshall*

Secretary of State

57197

ARTICLES OF AMENDMENT

FILED  
7-25-97

JUL 17 1997

EFFECTIVE

ELAINE F MARSHALL  
SECRETARY OF STATE  
NORTH CAROLINA

Pursuant to §55-10-06 of the General Statutes of North Carolina, the undersigned corporation, ~~RTPLLC~~,  
the following Articles of Amendment for the purpose of amending its Articles of Incorporation:

1. The name of the corporation is Research Triangle Pharmaceuticals Ltd.
2. The text of each amendment adopted is as follows:

Article 1 is hereby amended by deleting the Article in its entirety and substituting the following:

The name of the corporation is RTP Pharma Corporation.

3. This amendment does not provide for an exchange, reclassification, or cancellation of issued shares.
4. The date of adoption of each amendment was as follows: May 30, 1997
5. This amendment was approved by shareholder action, and such shareholder approval was obtained as required by Chapter 55 of the North Carolina General Statutes.
6. These articles will be effective upon filing.

This the 14th day of July, 1997.

Research Triangle Pharmaceuticals Ltd.

By:   
Lynda Sutton, Secretary

700-13-agt-form-nd

## **INTELLECTUAL PROPERTY TRANSFER AGREEMENT**

**THIS AGREEMENT** made as of the 2nd day of March, 2004.

BETWEEN:

**SkyePharma Canada Inc.**, a corporation constituted under the laws of Canada having an address at 100 Chemin du Golf, Verdun, Quebec H3E 1H4

(hereinafter referred to as "SkyePharma")

(the party of the **FIRST PART**)

- and -

**Jagotec AG**, a corporation existing under the laws of Switzerland, having an address at Eptingerstrasse 5, CH-4132 Muttenz, Switzerland

(hereinafter referred to individually as "Jagotec")

(the party of the **SECOND PART**)

### **RECITALS:**

**WHEREAS**, as of the Effective Date hereof, SkyePharma is the owner of the Intellectual Property Assets and Jagotec is the owner of the Transferred Intellectual Property, Licensed Patent Rights and the Products (as those terms are hereinafter defined);

**AND WHEREAS** in furtherance of its business Jagotec wishes to acquire the Intellectual Property Assets;

**AND WHEREAS** in furtherance of its business SkyePharma wishes to acquire the Transferred Intellectual Property and Products, and derive certain rights under the Licensed Patent Rights;

**AND WHEREAS** Jagotec is not resident in Canada, and is not registered in Canada for the purposes of the *Goods and Services Tax* or *Quebec Sales Tax*;

**AND WHEREAS** SkyePharma is not resident in Switzerland

**NOW THEREFORE** in consideration of the promises and the mutual agreements and covenants contained herein and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## 1. INTERPRETATION

1.1 **Definitions:** In this Agreement, including the recitals above, except where the context or subject matter is inconsistent therewith, the following terms shall have the meanings specified or referred to below and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Agreement**” means this agreement, and all recitals, schedules and appendices attached to or which reference this Agreement and “hereto” and “herein” and similar expressions mean and refer to the Agreement and not to any particular article, section, subsection, or Schedule;
- (b)
- (c) “**Effective Date**” means the date first written above;
- (d)
- (e) “**Licensed Patent Rights**” means rights granted to use inventions that are the subject of the issued patents and pending applications set forth in Schedule 3 and Schedule 4.
- (f) “**Intellectual Property Assets**” means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights, any continuations or continuations-in-

part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how inventor's notes, research data, drawings and designs, formulae, processes, technology and other intellectual property, that is owned by SkyePharma in whole or in part, solely or in conjunction with another person as of the Effective Date (but not including the Transferred Intellectual Property, Licensed Patent Rights or Products), together with all rights under licenses, technology transfer agreements and other agreements or instruments relating to any of the foregoing;

(g)

(h) **“Payment Price”** has the meaning provided at section 3.2 of this Agreement;

(i)

(j) **“Purchase Price”** has the meaning provided at subsection 2.2 of this Agreement; and

(k) **“Transferred Intellectual Property”** means all trade or brand names, business names, trade-marks, trade-mark registrations and applications, service marks, service mark registrations and applications, copyrights, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights any continuations or continuations-in-part or divisional applications thereof, any and all reissues or extensions thereof, and the letters patent that may or shall issue

therefrom and all rights under the international convention) trade secrets, proprietary manufacturing information and know-how, inventions, inventor's notes, designs and drawings, research data, formulae, processes, technology and other intellectual property listed in Schedule 1, Schedule 2 and Schedule 5 to this Agreement together with all rights under licenses, technology transfer agreements or instruments relating to any of the foregoing.

(l)

1.2 Sections and Headings: Division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any references in this Agreement to an article, section, subsection or schedule refers to the specified article, section or subsection of or schedule to this Agreement.

1.3 Number, Gender and Persons: In this Agreement, as applicable, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

1.4 The following Schedules are attached to and form part of this Agreement:

- (a) Schedule 1 –“Transferred Intellectual Property”
- (b) Schedule 2 - “Transferred Intellectual Property”
- (c) Schedule 3 – “Licensed Patent Rights”
- (d) Schedule 4 – “Licensed Patent Rights”
- (e) Schedule 5 – “Transferred Intellectual Property – Trade-marks”

(f) Schedule 6 – “License of Certain Transferred Intellectual Property”

(g) Schedule 7 – “License Agreement of Licensed Patent Rights”

## **2. INTELLECTUAL PROPERTY ASSETS**

2.1 Assignment of Intellectual Property Assets: Subject to the terms and conditions of this Agreement, SkyePharma hereby assigns and transfers to Jagotec all its right, title, interest in, and to the Intellectual Property Assets. SkyePharma shall deliver all or part of the Intellectual Property Assets to Jagotec in a manner to be agreed upon by the parties.

2.2

## **3. TRANSFERRED INTELLECTUAL PROPERTY, LICENSED PATENT RIGHTS, PRODUCTS AND TRADEMARKS**

3.1 Assignment of Transferred Intellectual Property: Subject to the terms and conditions of this Agreement, Jagotec hereby sells, assigns and transfers to SkyePharma all its right, title and interest in and to, the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5. Jagotec shall deliver all or part of the Transferred Intellectual Property set forth in Schedule 1, Schedule 2 and Schedule 5 to SkyePharma in a manner to be agreed upon by the parties.

3.2 License of Transferred Intellectual Property: With regard to the Transferred Intellectual Property set forth in Schedule 2, upon transferring this Transferred Intellectual Property to SkyePharma in accordance with subsection 3.1, the parties shall enter into a license agreement in the form attached hereto as Schedule 6.

3.3 License of Licensed Patent Rights: With regard to the Licensed Patent Rights set forth in Schedules 3 and 4, the parties shall enter into a license agreement in the form attached hereto as Schedule 7.

#### 4. GENERAL

4.1 Headings: All headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of the text of the Agreement.

4.2 Notices: Unless otherwise set forth in this Agreement, all notices, demands or other communications hereunder shall be in writing (including telecopy) and shall be deemed to have been duly given if delivered during normal business hours by hand, Federal Express, United Parcel Service or other reputable overnight commercial delivery service, by telecopy, confirmation of receipt received or by mail with return receipt requested, addressed as first written above, or to such other address or fax number as may have been finished by such party in writing to the other party. Any such notice, demand or other communication shall be deemed to have been given on the date actually delivered or on the fifth (5<sup>th</sup>) calendar day after deposit in the mail, postage prepared.

4.3 Severability: If any provision of this Agreement is held to be invalid, such invalidity shall not affect the other provisions of this Agreement.

4.4     **Waiver:** No waiver by a Party of any particular default or omission committed by the other Party shall affect or impair the rights of that Party in respect of any subsequent default or omission of the same or a different kind. No delay or failure by a Party to exercise any rights in connection with any default or omission committed by the other Party shall affect or impair that Party's rights in respect of that particular default or omission or any subsequent default or omission of the same or different kind.

4.5     **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario and the federal laws of Canada applicable in that province, and each party hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom in respect of all matters arising out of this Agreement.

4.6     **Amendments, Waivers and Consents:** Neither this Agreement nor any of the terms hereof may be changed, waived, discharged or terminated otherwise than by an instrument in writing signed by the Party against which enforcement of such change, waiver, discharge or termination is sought. Any waiver of any term or condition or any breach of any covenant of this Agreement shall not operate as a waiver of any other term or condition or breach, nor shall any failure to enforce any provision hereof operate as a waiver of such provision of any other provision hereof.

4.7     **Further Assurances:** The parties hereto agree to execute such further and other assurances and documents and to do all things and actions which shall be necessary or proper for carrying out the purposes and intent of this Agreement.

4.8     **Counterparts:** This Agreement may be executed in counterparts, each of which is deemed to be an original and all of which together are deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their proper and duly authorized officers as of the date first above written.

SKYEPRARMA CANADA INC.

By:

Name: Porraine Matalano

Title: President

JAGOTEC AG

By:

Name: J. Matalano  
Title: Director

John Simmons  
Director

## SCHEDULE “1” – Transferred Intellectual Property

### SkypePharma ref. 3-7

“Pharmaceutical Composition Comprising Hyaluronic Acid for the Clearing of Arteriosclerosis”

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| International (PCT) | PCT/CA95/00243  | WO 95/29683     | Terminated | 27 Apr 95        | -          | 3-7-WO           |
| Japan               | 527900/95       |                 | Pending    | 27 Apr 95        | -          | 3-7-JP           |
| USA                 | 08/464,769      | 5,817,642       | Granted    | 15 Aug 95        | 06 Oct 98  | 3-7-US-1         |

### SkypePharma ref. 3-9

“Treatment of Disease and Conditions Associated with Macrophage Infiltration in Particular Stroke and Myocardial Infarction”

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia           | 31070/95        | 701014          | Granted    | 02 Aug 95        | 06 May 99  | 3-9-AU           |
| Canada              | 2130762         | 2130762         | Granted    | 24 Aug 94        | 06 Jul 99  | 3-9-CA           |
| EPO                 | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Belgium             | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| France              | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Germany             | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Italy               | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Luxembourg          | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Netherlands         | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Spain               | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Switzerland         | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| United Kingdom      | 95926813.7      | 0777487         | Granted    | 02 Aug 95        | 06 Feb 02  | 3-9-EP           |
| Japan               | 507669/96       |                 | Pending    | 02 Aug 95        | -          | 3-9-JP           |
| South Africa        | 95/07056        | 95/07056        | Granted    | 23 Aug 95        | 26 Jun 96  | 3-9-ZA           |
| International (PCT) | PCT/CA95/00467  | WO 96/05845     | Terminated | 02 Aug 95        | -          | 3-9-WO           |
| USA                 | 08/295,390      | 5,767,106       | Granted    | 25 Aug 94        | 16 Jun 98  | 3-9-US           |

### SkypePharma ref. 3-11

“The Use of Hyaluronic Acid to Repair Ischemia Reperfusion Damage”

| Country   | Application No. | Publication No. | Status  | Application date | Grant date | SkypePharma Ref: |
|-----------|-----------------|-----------------|---------|------------------|------------|------------------|
| Canada    | 2061567         | 2061567         | Granted | 20 Feb 92        | 03 Feb 98  | 3-11-CA          |
| Singapore | 9602901-2       | 49654           | Granted | 19 Feb 93        | 23 May 00  | 3-11-SG          |
| USA       | 08/200,309      | 5,674,857       | Granted | 23 Feb 94        | 07 Oct 97  | 3-11-US          |

## Schedule 2 – Transferred Intellectual Property

### SkypePharma ref. 3-13

“Novel Binding Agents and the Use Thereof”

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia           | 10912/97        | 725478          | Granted    | 23 Dec 96        | 25 Jan 01  | 3-13-AU          |
| Canada              | 2166155         |                 | Pending    | 27 Dec 95        | -          | 3-13-CA          |
| EPO                 | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Switzerland         | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Germany             | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Spain               | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| France              | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| United Kingdom      | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Italy               | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Netherlands         | 96941564.5      | 0874624         | Granted    | 27 Dec 96        | 03 Dec 03  | 3-13-EP          |
| Hungary             | P9902059        |                 | Pending    | 23 Dec 96        | -          | 3-13-HU          |
| Israel              | 124828          |                 | Pending    | 23 Dec 96        | -          | 3-13-IL          |
| Japan               | 523930/97       |                 | Pending    | 23 Dec 96        | -          | 3-13-JP          |
| Mexico              | 985211          |                 | Pending    | 23 Dec 96        | -          | 3-13-MX          |
| South Korea         | 704359/98       |                 | Pending    | 23 Dec 96        | -          | 3-13-KR          |
| International (PCT) | PCT/CA96/00870  | WO 97/24111     | Terminated | 23 Dec 96        | -          | 3-13-WO          |
| South Africa        | 96/10840        | 96/10840        | Granted    | 23 Dec 96        | 27 Aug 97  | 3-13-ZA          |

### SkypePharma ref. 3-14

“Targeting of Dosages of Medicine and Therapeutic Agents”

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia           | 76878/96        | 727001          | Granted    | 29 Nov 96        | 15 Mar 01  | 3-14-AU          |
| Canada              | 2164260         | 2164260         | Granted    | 01 Dec 95        | 09 Oct 01  | 3-14-CA          |
| Hungary             | P 9901935       |                 | Pending    | 29 Nov 96        | -          | 3-14-HU          |
| Israel              | 124647          |                 | Pending    | 29 Nov 96        | -          | 3-14-IL          |
| Japan               | 520818/96       | P2000-513707A   | Pending    | 29 Nov 96        | -          | 3-14-JP          |
| Mexico              | 984343          |                 | Pending    | 29 Nov 96        | -          | 3-14-MX          |
| South Korea         | 703904/98       |                 | Pending    | 29 Nov 96        | -          | 3-14-KR          |
| South Africa        | 96/10039        | 96/10039        | Granted    | 29 Nov 96        | 27 Aug 97  | 3-14-ZA          |
| International (PCT) | PCT/CA96/00973  | WO 97/20564     | Terminated | 29 Nov 96        | -          | 3-14-WO          |
| USA                 | 08/568,489      | 5,817,644       | Granted    | 07 Dec 95        | 06 Oct 98  | 3-14-US          |

## Schedule 3 – Licensed Patent Rights

SkypePharma ref. 3-1

“Treatment of Conditions and Disease”

Products:

HYANALGESE D

| Country        | Application No. | Publication No. | Status  | Application date | Grant date | SkypePharma Ref: |
|----------------|-----------------|-----------------|---------|------------------|------------|------------------|
| Australia      | 52274/93        | 674894          | Granted | 09 Dec 93        | 28 Feb 02  | 3-1-AU           |
| Brazil         | PI 1101180-7    |                 | Pending | 18 Sep 90        | -          | 3-1-BR           |
| Canada         | 612307          | 1340994         | Granted | 21 Sep 89        | 16 May 00  | 3-1-CA           |
| Czech Republic | PV4598-90       | 288292          | Granted | 18 Sep 90        | 26 Mar 01  | 3-1-CZ           |
| EPO            | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Austria        | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Belgium        | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Denmark        | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| France         | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Germany        | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Italy          | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Luxembourg     | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Netherlands    | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Spain          | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Sweden         | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| Switzerland    | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| United Kingdom | 95100186.6      | 0656213         | Granted | 18 Sep 90        | 13 Nov 02  | 3-1-EP-2         |
| EPO            | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| Austria        | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| Belgium        | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| Denmark        | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| France         | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| Germany        | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1         |
| Italy          | 90914108.7      | 0445255         | Granted | 18 Sep 90        | 16 Dec     | 3-1-EP-1         |

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
|                     |                 |                 |            | 95               |            |                 |
| Luxembourg          | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| Netherlands         | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| Spain               | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| Sweden              | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| Switzerland         | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| United Kingdom      | 90914108.7      | 0445255         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-EP-1        |
| Finland             | 912470          |                 | Pending    | 18 Sep 90        | -          | 3-1-FI          |
| Hong Kong           | 98105089.4      | 1005985A        | Pending    | 10 Jun 98        | -          | 3-1-HK-2        |
| Hong Kong           | 447 of 1997     | 0940447         | Granted    | 18 Sep 90        | 16 Dec 95  | 3-1-HK-1        |
| Hungary             | P/P00656        | 211953          | Granted    | 30 Jun 95        | 28 Aug 96  | 3-1-HU-2        |
| Hungary             | 7339/90         | 220758          | Granted    | 18 Sep 90        | 14 Feb 02  | 3-1-HU-1        |
| Israel              | 95745           | 95745           | Granted    | 19 Sep 90        | 23 Dec 99  | 3-1-IL          |
| Japan               | 513204/90       | 3256761         | Granted    | 18 Sep 90        | 07 Dec 01  | 3-1-JP          |
| Singapore           | 9602961-6       | 49658           | Granted    | 18 Sep 90        | 20 Jun 00  | 3-1-SG-2        |
| Singapore           | 9690493-3       | 33810           | Granted    | 18 Sep 90        | 15 Oct 96  | 3-1-SG-1        |
| South Africa        | 90/07564        | 90/07564        | Granted    | 18 Sep 90        | 04 Jun 91  | 3-1-ZA          |
| International (PCT) | PCT/CA90/00306  | WO 91/04058     | Terminated | 18 Sep 90        | -          | 3-1-WO          |
| USA                 | 08/465,335      | 5,811,410       | Granted    |                  |            | 3-1-US-1        |
| USA                 | 08/286,263      | 5,827,834       | Granted    |                  |            | 3-1-US-2        |
| USA                 | 08/462,615      | 5,830,882       | Granted    |                  |            | 3-1-US-3        |
| USA                 | 08/462,147      | 5,852,002       | Granted    |                  |            | 3-1-US-4        |
| USA                 | 08/462,614      | 5,914,314       | Granted    |                  |            | 3-1-US-5        |
| USA                 | 08/462,148      | 5,929,048       | Granted    |                  |            | 3-1-US-6        |
| USA                 | 08/461,124      | 5,932,560       | Granted    |                  |            | 3-1-US-7        |
| USA                 | 08/462,154      | 5,985,850       | Granted    |                  |            | 3-1-US-8        |
| USA                 | 08/744,852      | 5,985,851       | Granted    |                  |            | 3-1-US-9        |
| USA                 | 08/461,565      | 6,048,844       | Granted    |                  |            | 3-1-US-10       |
| USA                 | 07/675,908      | 6,069,135       | Granted    |                  |            | 3-1-US-11       |
| USA                 | 08/460,978      | 6,194,392       | Granted    |                  |            | 3-1-US-12       |

## SkyePharma ref. 3-3

“Treatment of Disease Employing Hyaluronic Acid and NSAIDs”

Products:

HYANALGESE D

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| Australia           | 42729/00        |                 | Pending    | 28 Jun 00        | -          | 3-3-AU          |
| Canada              | 2061566         | 2061566         | Granted    | 20 Feb 92        | 09 Jul 02  | 3-3-CA-1        |
| Canada              | 2089635         |                 | Pending    | 16 Feb 93        | -          | 3-3-CA-2        |
| Chile               | 184-93          |                 | Pending    | 18 Feb 93        | -          | 3-3-CL          |
| Czech Republic      | PV 229-93       | 290534          | Granted    | 18 Feb 93        | 14 Aug 02  | 3-3-CZ          |
| EPO                 | 93903755.2      | 0626864         | Pending    |                  | -          | 3-3-EP          |
| Hong Kong           | 98105084.9      |                 | Pending    | 10 Jun 98        | -          | 3-3-HK          |
| Hungary             | P9303283        |                 | Pending    | 16 Feb 93        | -          | 3-3-HU-1        |
| Hungary             | P/P 00650       | 211689          | Granted    |                  | 15 Dec 95  | 3-3-HU-2        |
| Japan               | 514408/93       |                 | Pending    | 16 Feb 93        | -          | 3-3-JP          |
| Mexico              | 930905          |                 | Pending    | 19 Feb 93        | -          | 3-3-MX          |
| New Zealand         | 249072          | 249072          | Granted    | 19 Feb 93        |            | 3-3-NZ-1        |
| New Zealand         | 299281          | 299281          | Granted    | 03 Sep 96        | 16 Aug 01  | 3-3-NZ-2        |
| South Korea         | 97-0702858      | 0334973         | Granted    | 16 Feb 93        | 19 Apr 02  | 3-3-KR          |
| Singapore           | 9607976-9       | 49874           | Granted    | 16 Feb 93        | 08 Apr 02  | 3-3-SG          |
| South Africa*       | 93/01174        | 93/01174        | Granted    | 20 Feb 93        |            | 3-3-ZA          |
| International (PCT) | PCT/CA93/00062  | WO 93/16733     | Terminated | 16 Feb 93        | -          | 3-3-WO          |
| USA                 | 07/838,675      | 5,639,738       | Granted    |                  |            | 3-3-US-1        |
| USA                 | 08/018,508      | 5,792,753       | Granted    |                  |            | 3-3-US-2        |
| USA                 | 08/468,329      | 5,824,658       | Granted    |                  |            | 3-3-US-3        |
| USA                 | 08/290,848      | 5,910,489       | Granted    |                  |            | 3-3-US-4        |
| USA                 | 08/466,774      | 5,914,322       | Granted    |                  |            | 3-3-US-5        |
| USA                 | 08/466,778      | 5,962,433       | Granted    |                  |            | 3-3-US-6        |
| USA                 | 08/466,775      | 6,017,900       | Granted    |                  |            | 3-3-US-7        |

## Schedule 4 – Licensed Patent Rights

### SkypePharma ref. 3-4

#### “Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”

##### Products:

CARDI-CLEAR

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkypePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|------------------|
| Australia           | 70224/96        | 702929          | Granted    | 22 Sep 93        | 24 Jun 99  | 3-4-AU-2         |
| Australia           | 48126/93        | 670117          | Granted    | 22 Sep 93        | 22 Oct 96  | 3-4-AU-1         |
| Canada              | 2079205         | 2079205         | Granted    | 25 Sep 92        | 10 Feb 98  | 3-4-CA-1         |
| Canada              | 2106695         | 2106695         | Granted    | 22 Sep 93        | 18 Jan 00  | 3-4-CA-2         |
| Czech Republic      | PV 662-95       | 288986          | Granted    | 22 Sep 93        | 16 Aug 01  | 3-4-CZ           |
| EPO                 | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Austria             | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Belgium             | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Denmark             | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| France              | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Germany             | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Greece              | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Ireland             | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Italy               | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Luxembourg          | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Monaco              | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Netherlands         | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Portugal            | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Spain               | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Sweden              | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Switzerland         | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| United Kingdom      | 93920624.9      | 0661981         | Granted    | 22 Sep 93        | 07 Aug 96  | 3-4-EP           |
| Hong Kong           | 0970353         | 0970353         | Granted    | 22 Sep 93        | 20 Mar 97  | 3-4-HK           |
| Hungary             | P/P 00651       | 211698          | Granted    | 01 Jul 94        |            | 3-4-HU-2         |
| Hungary             | P9500857        |                 | Pending    | 22 Feb 93        | -          | 3-4-HU-1         |
| Israel              | 107087          |                 | Pending    | 23 Sep 93        | -          | 3-4-IL           |
| Japan               | 508543/94       |                 | Pending    | 22 Feb 93        | -          | 3-4-JP           |
| Mexico              | 9305887         | 196254          | Granted    | 24 Sep 93        | 03 May 00  | 3-4-MX           |
| New Zealand         | 255978          | 255978          | Granted    | 22 Sep 93        |            | 3-4-NZ-1         |
| New Zealand         | 299942          | 299942          | Granted    | 22 Sep 93        | 06 Sep 01  | 3-4-NZ-2         |
| Norway              | 19951122        | 309457          | Granted    | 22 Feb 93        | 05 Feb 01  | 3-4-NO           |
| South Africa        | 93/07068        | 93/07068        | Granted    | 24 Sep 93        | 29 Jun 94  | 3-4-ZA           |
| International (PCT) | PCT/CA93/00388  | WO 94/07505     | Terminated | 22 Sep 93        | -          | 3-4-WO           |
| USA                 | 08/996,470      |                 | Pending    |                  |            | 3-4-US-1         |
| USA                 | 08/285,764      | 5,614,506       | Granted    | 03 Aug 94        | 25 Mar 97  | 3-4-US-2         |
| USA                 | 08/125,938      | 5,834,444       | Granted    | 23 Sep 93        | 10 Nov 98  | 3-4-US-3         |
| USA                 | 08/403,766      | 6,022,866       | Granted    | 22 Sep 93        | 08 Feb 00  | 3-4-US-4         |

### SkypePharma ref. 3-5

#### “Use of Hyaluronic Acid and Forms to Prevent Arterial Restenosis”

**Products:**  
CARDI-CLEAR

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| International (PCT) | PCT/CA94/00188  | WO 95/26193     | Terminated | 25 Mar 94        | -          | 3-5-WO          |
| USA                 | 08/448,503      | 5,990,095       | Granted    | 26 Jul 95        | 23 Nov 99  | 3-5-US          |
| Canada              | 2120045         | 2120045         | Granted    | 25 Mar 94        | 30 May 00  | 3-5-CA          |

SkyePharma ref. 3-10

**"Treatment of Mucous Membrane Disease, Trauma or Condition and for the Relief of Pain Thereof"**

**Products:**  
ORALEASE

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| Australia           | 63519/96        | 719257          | Granted    | 18 Jul 96        | 17 Aug 00  | 3-10-AU         |
| Canada              | 2154103         | 2154103         | Granted    | 18 Jul 95        | 24 Feb 98  | 3-10-CA         |
| EPO                 | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Belgium             | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| France              | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Germany             | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Italy               | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Luxembourg          | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Netherlands         | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Spain               | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Switzerland         | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| United Kingdom      | 96922722.2      | 0839052         | Granted    | 18 Jul 96        | 08 May 02  | 3-10-EP         |
| Japan               | 506120          |                 | Pending    | 18 Jul 96        | -          | 3-10-JP         |
| New Zealand         | 321073          | 321073          | Granted    | 18 Jul 96        | 08 Jun 00  | 3-10-NZ         |
| International (PCT) | PCT/CA96/00488  | WO 97/03699     | Terminated | 18 Jul 96        | -          | 3-10-WO         |
| USA                 | 08/503,919      | 5,972,906       | Granted    | 19 Jul 95        | 26 Oct 99  | 3-10-US-1       |
| USA                 | 08/981,602      | 6,159,955       | Granted    | 18 Jul 96        | 12 Dec 00  | 3-10-US-2       |

**SkyePharma ref. 3-12**

**"Oral Administration of Effective Amounts of Forms of Hyaluronic Acid"**

SkyePharma AG ref. P1421

**Priority filing dates:** 24 December 1996; 11 January 1996

**Filing date:** 08 January 1997

**Expiry date:** 08 January 2017

| Country             | Application No. | Publication No. | Status     | Application date | Grant date | SkyePharma Ref: |
|---------------------|-----------------|-----------------|------------|------------------|------------|-----------------|
| Australia           | 11876/97        | 732344          | Granted    | 08 Jan 97        | 06 Sep 01  | 3-12-AU         |
| Canada              | 2167044         | 2167044         | Granted    | 11 Jan 96        | 07 Aug 01  | 3-12-CA         |
| EPO                 | 97900058.5      | 0873128         | Pending    | 08 Jan 97        | -          | 3-12-EP         |
| Hungary             | P9902285        |                 | Pending    | 08 Jan 97        | -          | 3-12-HU         |
| Israel              | 124977          |                 | Pending    | 08 Jan 97        | -          | 3-12-IL         |
| Japan               | 524694/97       |                 | Pending    | 08 Jan 97        | -          | 3-12-JP         |
| Mexico              | 985588          |                 | Pending    | 08 Jan 97        | -          | 3-12-MX         |
| South Africa        | 97/00210        | 97/00210        | Granted    | 10 Jan 97        | 23 Sep 97  | 3-12-ZA         |
| International (PCT) | PCT/CA97/00007  | WO 97/25051     | Terminated | 08 Jan 97        | -          | 3-12-WO         |
| USA                 | 09/101,286      | 6,537,978       | Granted    | 06 Jul 98        | 25 Mar 03  | 3-12-US         |

## SCHEDULE 5- Transferred Intellectual Property – Trade-marks

| Trade-mark | Country                  | Application No./ Registration No. | Status     | Application date | Grant date | Registered Owner |
|------------|--------------------------|-----------------------------------|------------|------------------|------------|------------------|
| ORALEASE   | Canada                   | 826285                            | Pending    | 10/21/1996       |            | Jagotec AG       |
| ORALEASE   | New Zealand              | 269851<br>269851                  | Registered | 11/22/1996       | 11/22/1996 | Jagotec AG       |
| ORALEASE   | United Kingdom           | 2116576<br>2116476                | Registered | 10/21/1996       | 11/22/1996 | Jagotec AG       |
| ORALEASE   | United States of America | 76131,124                         | Abandoned  | 9/19/2000        |            | Jagotec AG       |

| Trade-mark  | Country        | Application No./ Registration No. | Status     | Application date | Grant date | Registered Owner: |
|-------------|----------------|-----------------------------------|------------|------------------|------------|-------------------|
| CARDI-CLEAR | Australia      | 722522<br>722522                  | Registered | 11/22/1996       | 11/22/1996 | Jagotec AG        |
| CARDI-CLEAR | Canada         | 826189<br>TMA481056               | Registered | 10/21/1996       | 8/21/1997  | Jagotec AG        |
| CARDI-CLEAR | New Zealand    | 269850<br>269850                  | Registered | 11/22/1996       | 11/22/1996 | Jagotec AG        |
| CARDI-CLEAR | United Kingdom | 2116475<br>2116475                | Registered | 11/22/1996       | 11/22/1996 | Jagotec AG        |

| Trade-mark    | Country       | Application No./ Registration No. | Status             | Application date | Grant date | Registered Owner:         |
|---------------|---------------|-----------------------------------|--------------------|------------------|------------|---------------------------|
| VISIBLE YOUTH | Norway        | 200212169<br>219974               | Registered         | 12/20/2002       | 7/24/2003  | Jagotec AG                |
| VISIBLE YOUTH | Canada        | 656517<br>TMA393144               | Registered         | 5/3/1990         | 1/24/1992  | Jagotec AG                |
| VISIBLE YOUTH | Australia     | 768865<br>768865                  | Registered         | 7/29/1998        | 7/29/1998  | Jagotec AG                |
| VISIBLE YOUTH | United States | 76/457421                         | Accepted for Grant | 10/10/2002       |            | Jagotec AG                |
| VISIBLE YOUTH | EU Community  | 2984367                           | Advertised         | 12/11/2002       |            | Jagotec AG                |
| VISIBLE YOUTH | France        | 11507<br>1590434                  | Registered         | 4/27/1990        | 4/27/1990  | Hyal Pharmaceutical Corp. |
| VISIBLE YOUTH | Switzerland   | 10622/2002<br>508958              | Registered         | 12/16/2002       | 12/16/2002 | Jagotec AG                |
| VISIBLE YOUTH | Japan         | 2457750<br>2457750                | Registered         | 7/3/1990         | 9/30/1992  | Jagotec AC                |

**SCHEDULE 6- LICENSE OF CERTAIN TRANSFERRED  
INTELLECTUAL PROPERTY**

**SCHEDULE 7- LICENSE OF LICENSED PATENT RIGHTS**

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